

PURCHASE AND SALE AGREEMENT

THIS Purchase and Sale Agreement (“**Agreement**”) is made by and between **Pasadena Mall 3D, LLC**, a Texas limited liability company (“**Seller**”), **3 Pasadena JV, LLC**, a Texas limited liability company (“**Lessor**”), and **Harris County**, a body corporate and politic under the laws of the State of Texas (“**Purchaser**”). Seller, Lessor, and Purchaser shall each be referred to as a “Party” and collectively as the “Parties” herein.

RECITALS

WHEREAS, Lessor and Purchaser entered into that certain Lease Agreement dated July 11, 2023 (the “**Lease**”) for the lease with option to purchase of certain lands, including the subject Property (hereinafter defined);

WHEREAS, Purchaser has elected to exercise an early Right to Purchase option under the Lease; and

WHEREAS, Seller and Lessor have accepted Purchaser’s offer under the Right to Purchase subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. Sale and Purchase; Property Description

Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase and accept from Seller, all of that certain tract or parcel of land commonly described as **100 Pasadena Boulevard, Pasadena, Harris County, Texas 77506**, more particularly described as:

8.320 acre (362,437 square foot) tract of land situated in the William Vince Survey, A-78, Harris County, Texas, and being more particularly depicted and described by survey and metes and bounds on the attached Exhibit “A”

together with all improvements thereon and all rights and interests appurtenant thereto, including but not limited to that certain two-story building, containing approximately 142,000 square feet situated thereon and commonly referred to as the former Dillard’s property (collectively, the “**Property**”). All of the Property shall be conveyed to Purchaser at Closing (hereinafter defined) free and clear of all liens, claims, easements and encumbrances whatsoever.

2. Purchase Price

A. Purchaser agrees to pay for the Property the sum of Thirteen-Million Six-Hundred Twenty-Thousand and No/100 Dollars (**\$13,620,000.00**) (the “**Purchase Price**”). The Purchase Price shall be delivered by the Purchaser to the Title Company in immediately available funds on or before Closing, subject to any adjustments provided for in this Agreement. Said Purchase Price shall include:

- (i) **Project Management Termination Fee.** In consideration of terminating the existing Project Management Agreement, per the Lease, the Purchaser agrees to compensate Lessor with a fee of One-Million Three-Hundred Fifteen-Thousand and No/100 Dollars (**\$1,315,000.00**) for the termination of any agreements, contracts and obligations in connection with the Lease and/or construction or development of the Property.
- (ii) **Project Improvement Cost Reimbursement.** Per the Lease Agreement the Purchaser agrees to reimburse the Seller up to Nine-Hundred Five-Thousand and No/100 Dollars (**\$905,000.00**) for project improvements. See attached **Exhibit “B”** – List of Project Development Expenditures.

The Parties accept and agree that Seller and/or Lessor each reserve the right to allocate all or a portion of the Project Management Termination Fee, and all or a portion of the Project Improvement Cost Reimbursement as part of the Purchase Price for the Property, provided that the total of the Purchase Price that Purchaser shall pay for the Property shall not exceed the sum of Thirteen-Million Six-Hundred Twenty-Thousand and No/100 Dollars (\$13,620,000.00) as set forth in Section 2.A, above.

- B. **Closing Costs.** Seller and Purchaser shall each be responsible for their respective, pro rata shares of closing costs customary and required for conveyance of property in Harris County, Texas.
- C. **Title Policy.** Purchaser shall pay the cost of an Owner’s Policy of Title Insurance to be issued by **Riverway Title Company, LLC** (“**Title Company**”), whose offices are located at: 3 Riverway Dr, Suite 130, Houston, Texas 77056, Attn: Andrew Wheat The Parties shall equally pay any and all remaining closing costs customary and required for conveyance of property in Harris County, Texas.

3. Due Diligence; Closing

- A. Purchaser shall have fifteen (15) days from the execution of this Agreement to examine the Property and perform any and all such tests and studies as Purchaser may desire, including but not limited to environmental and asbestos testing, title commitment, and/or survey of the Property, in order to determine if the Property is suitable for Purchaser’s purposes (“**Due Diligence Period**”).

- B.** The closing of the purchase and sale of the Property shall take place at the offices of the Title Company on or before the conclusion of the Due Diligence Period, or on such other date and time as may be agreed upon in writing by the Parties (the “**Closing**”).
- C.** Purchaser shall have until the end of the Due Diligence Period to identify and provide notice to Seller of any issues or items affecting the Property that Purchaser finds objectionable, issues identified in the title commitment, and/or issues identified in the survey (“**Encumbrances**”). Any Encumbrances not objected to by Purchaser in writing within the Due Diligence Period shall be deemed items that Purchaser will accept title subject to (“**Permitted Encumbrances**”).
- D.** Seller agrees to work diligently to cure or resolve all Encumbrances on or before Closing. If Seller fails or is unwilling to cure the Encumbrances by Closing or if it is determined that Seller does not own good and indefeasible fee simple title to the entirety of the Property, as reflected on the survey attached as **Exhibit “A”**, Purchaser shall have the following rights:
- (i)** Purchaser may at its sole discretion agree to extend the Due Diligence Period in writing for additional period agreed to by the Parties for Seller to resolve such Encumbrance;
 - (ii)** Purchaser may elect to waive the Encumbrance and proportionately reduce the Purchase Price for any reduction of acreage or square footage of the Property reduced by said Encumbrance, and subject to the remaining terms and provisions of this Agreement any waived Encumbrances not removed or cured shall become a Permitted Encumbrance; and/or
 - (iii)** Purchaser may terminate this Agreement by giving Seller written notice thereof. Parties acknowledge that the termination of this Agreement will not constitute termination of the Lease, which is and shall remain in full force and effect until such time as the sale of the Property to Purchaser is closed

4. Property Conditions

- A. As-Is.** The Property shall be conveyed in its current “AS-IS” condition, with no representations or warranties beyond those stated in this Agreement.
- B. Termination of Lease.** Upon Closing the Parties agree that the Lease shall terminate and release each other any further obligations, costs, or responsibilities in connection with the terms of the Lease.

5. Seller and/or Lessor’s Responsibilities, Representations, and Warranties

Seller and/or Lessor represents and warrants to Purchaser that:

- A.** Seller shall execute a Special Warranty Deed in the form as attached hereto as **Exhibit “C”**, and any and all other documents necessary to transfer and convey good and indefeasible fee simple title to the Property to the Purchaser; subject to any valid and existing matters of record as would affect a governmental entity, and/or Permitted Encumbrances. Seller further agrees

to execute now and in the future any and all documents reasonably required by the Purchaser to complete this transaction and facilitate Purchaser's quiet enjoyment of the Property.

- B. That there are no, and as of the date of Closing, there will be no actions, suits, claims, assessments, or proceedings pending or, to the actual knowledge of Seller and/or Lessor, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property.
- C. That there are no leases, franchises, licenses, occupancy agreements, or other agreements demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to the Property.
- D. Seller and/or Lessor shall use good faith efforts to immediately notify Purchaser of any material change with respect to the Property or with respect to any information heretofore or hereafter obtained by Seller and/or Lessor respecting the Property.
- E. From the execution of this Agreement until Closing, Seller and/or Lessor shall:
 - (i) Maintain and operate the Property in a good and business-like manner in accordance with good and prudent business practices, and not commit or consent to be committed any waste to the Property;
 - (ii) Not enter into any agreement or instrument or take any action that would constitute an encumbrance of the Property, that would bind Purchaser or the Property after Closing, or that would be outside the normal scope of maintaining and operating the Property, without the prior written consent of Purchaser; and
 - (iii) Provide Purchaser with the continuing right to inspect and perform tests on the Property at reasonable hours and upon reasonable notice, and provide for inspection to Purchaser any and all books, records, contracts, and other documents or data pertaining to the ownership, insurance, operation, or maintenance of the Property.
- F. All bills and other payments due from Seller or Lessor with respect to the ownership, operation, and maintenance of the Property have been, or by Closing will be, paid in full by Seller or Lessor.
- G. Seller and/or Lessor (i) is not in receivership or dissolution, (ii) has not made any assignment for the benefit of creditors, (iii) has not admitted in writing their inability to pay their debts as they mature, (iv) has not been adjudicated a bankrupt, (v) has not filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law, or any other similar law or statute of the United States or any state; or (vi) does not have any such petition described in (v) filed against Seller and/or Lessor.

6. Purchaser's Responsibilities, Representations, and Warranties

Purchaser represents and warrants to Seller that:

- A. Purchaser has full right, power and authority to execute, deliver, and perform this Agreement, subject to approval of this Agreement by the Harris County, Texas Commissioners Court, the signature of the County Judge on this Agreement, but otherwise without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties (or if any such consents, approvals, or other actions are required, the same will be accomplished prior to the expiration of the Due Diligence Period). This Agreement, when executed and delivered by Seller, Lessor and Purchaser, in the manner and subject to the approvals described above, will constitute the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms.

7. Breach, Remedies; Termination

- A. **Lessor and/or Seller's Breach.** If Lessor and/or Seller shall fail or refuse to consummate the transaction contemplated herein in accordance with the terms of this Agreement, Purchaser may, at Purchaser's sole discretion: (i) obtain specific performance; or (ii) terminate this Agreement by written notice to Purchaser. Parties acknowledge that the termination of this Agreement will not constitute termination of the Lease, which is and shall remain in full force and effect until such time as the sale of the Property to Purchaser is closed.
- B. **Purchaser's Breach.** If Purchaser shall fail or refuse to consummate the transaction contemplated herein in accordance with the terms of this Agreement, Seller may, as Seller's sole option and exclusive remedy, terminate this Agreement by written notice to Purchaser but the Parties acknowledge that the termination of this Agreement will not constitute termination of the Lease, which is and shall remain in full force and effect until such time as the sale of the Property to Purchaser is closed

8. Assignment

Neither Lessor, Seller, or Purchaser may transfer or assign this Agreement, or any interest therein, without the prior written consent of the other Parties, and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

9. Casualty

In the event that all or part of the Property is materially damaged or destroyed by fire or other casualty prior to Closing, Seller will immediately provide notice to Purchaser as to the extent of such damage or destruction. Within fifteen (15) business days Seller will give notice of Seller's intent to proceed with reconstruction of any or all of the Property to substantially the same condition existing immediately prior to the occurrence of the casualty. In the event that such damage affects more than twenty percent (20%) of the Property or Seller fails to provide notice set forth herein, Purchaser may (i) terminate the Agreement by providing written notice to Seller and the Parties will have no further obligation to each other; or (ii) elect to proceed with Closing. Any proceeds, payment or damages, settlements, awards, or other sums paid because of a casualty loss

to the Property will be the sole property of Purchaser upon any such election to proceed by Purchaser and Seller agree to transfer and assign any its rights to any such proceeds, payments or awards to Purchaser at Closing. Closing shall automatically be tolled to provide for any notice required under this Section.

10. Condemnation

In the event that all or part of the Property should be appropriated or taken by any public or quasi-public authority under the power of eminent domain prior to Closing, Seller shall notify Purchaser within five (5) business days of receiving notice from the condemning authority. After receiving notice of condemnation and/or if condemnation of the Property removes Purchaser ability to use and enjoy the Property for the purposes set forth in this Agreement, Purchaser may terminate this Agreement by giving written notice to Seller. If Purchaser does not terminate this Agreement, the Purchase Price shall be recalculated using the remaining acreage and/or square footage of the Property unaffected by the condemnation. Closing shall automatically be tolled to provide for any notice required under this Section.

11. Notices

All notices and communications permitted or required to be given under this Agreement (“**Notice**”) shall be in writing and shall be deemed given upon: (a) personal delivery to the address below; or (b) deposit in the United States Mail and by duly registered or certified mail, return receipt requested, to the following addresses:

If to Seller: Pasadena Mall 3D, LLC
Attn: John Quinlan
22310 Grand Corner Drive, Suite 130
Katy, Texas 77494
Email : john.quinlan@gmail.com

With Copy to : Noelle Sit
22310 Grand Corner Drive, Suite 130
Katy, TX 77494
Email : noelle@leonoraglen.com

If to Lessor: 3 Pasadena JV, LLC
Attn: John Quinlan
22310 Grand Corder Drive, Suite 130
Katy, Texas 77494
Email : john.quinlan@gmail.com

With Copy to : Noelle Sit
22310 Grand Corner Drive, Suite 130
Katy, TX 77494
Email : noelle@leonoraglen.com

If to Purchaser: Harris County Office of the County Engineer
ATTN: Michael Ware, Director of Real Property
1111 Fannin Street, 11th Floor
Houston, Texas 77002
Email : Michael.Ware@harriscountytexas.gov

With Copy to: Harris County Office of Management and Budget
ATTN: Executive Director
1111 Fannin Street, 7th Floor
Houston, Texas 77002

Each Party may change its respective address upon prior written Notice of such change to the other Party.

12. Confidentiality; Public Information Act

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "**Act**"). Seller and/or Lessor expressly understands and agrees that the Purchaser shall release any and all information necessary to comply with Texas law without the prior written consent of Seller or Lessor.

It is expressly understood and agreed that Purchaser, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("**Attorney General**") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the Purchaser, whether or not the same are available to the public. It is further understood that the Purchaser, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the Purchaser, its officers, and employees shall have no liability or obligations to Seller or Lessor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the Purchaser in reliance on any advice, decision or opinion of the Attorney General.

In the event the Purchaser receives a written request for information pursuant to the Act that affects Seller and/or Lessor's rights, title to, or interest in any information or data or a part thereof, furnished to the Purchaser by Seller or Lessor under this Agreement, then the Purchaser will promptly notify Seller of such request. Seller or Lessor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Seller or Lessor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Seller or Lessor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Electronic Mail Addresses: Seller and Lessor affirmatively consent to the disclosure of the e-mail addresses that are provided to the Purchaser, including any agency or department of the Purchaser. This consent is intended to comply with the requirements of the Act, and shall survive termination

of this Agreement. This consent shall apply to e-mail addresses provided by Seller or Lessor and agents acting on behalf of Seller or Lessor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

13. Miscellaneous

- A. Governing Law; Enforcement.** This Agreement shall be governed by the laws of the State of Texas. The exclusive venue for any cause of action or claim arising out of this Agreement is in a state or federal court of competent jurisdiction in Harris County, Texas.
- B. Waiver.** Waiver by either Party of a breach or violation of any provision of this Agreement is not a waiver of any subsequent breach.
- C. Personal Liability; Waiver of Immunity.** Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, or employee of the Purchaser, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the Purchaser. The Parties agree that no provision of this Agreement extends the Purchaser's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the Purchaser of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. The Purchaser does not agree to binding arbitration, nor does the Purchaser waive its right to a jury trial.
- D. Third Party Beneficiaries.** The Purchaser is not obligated or liable to any third party other than Seller for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- E. Independent Parties.** This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Each Party shall have and retain the exclusive right of control over its own respective employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Neither Seller nor Lessor has the authority to bind or otherwise obligate the Purchaser orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Parties.
- F. Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by any Party hereto, such Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such Party.
- G. No Brokers.** The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the Parties without the intervention of any person which would

give rise to any valid claim against either of the parties for brokerage commissions or other like payment.

- H. Severability.** In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed to the extent necessary to make such provision valid and enforceable.
- I. Entire Agreement; Modification.** This Agreement contains the entire agreement between the Parties and supersedes all prior executed agreements and understandings between the Parties hereto relating to the subject matter hereof. Except as otherwise set forth herein, any modification or amendment of this Agreement shall have no force and effect unless in writing and executed by the Parties, acting by and through their respective duly authorized agents or representatives.
- J. Multiple Counterparts; Authority.** This Agreement may be executed in multiple counterparts. Each counterpart is deemed an original and all together shall constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.
- K. Exhibits.** All exhibits and schedules to this Agreement are incorporated herein for all purposes. The exhibits and schedules are as follows:

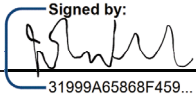
<u>Exhibit "A"</u>	Legal Description of the Property
<u>Exhibit "B"</u>	List of Project Development Expenditures
<u>Exhibit "C"</u>	Form of Special Warranty Deed

[Remainder left blank; signature pages to follow]

AGREED TO and ACCEPTED as of the final date of execution of the Parties set forth below:

SELLER:

Pasadena Mall 3D, LLC, a Texas limited liability company

By:  Signed by:
31999A65868F459...

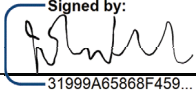
Name: John Quinlan

Title: President

Date: 4/1/2025

LESSOR:

3 Pasadena JV, LLC, a Texas limited liability company

By:  Signed by:
31999A65868F459...

Name: John Quinlan

Title: President

Date: 4/1/2025

AGREED TO and ACCEPTED as of the final date of execution of the Parties set forth below:


PURCHASER:

Harris County, a body corporate and politic
under the laws of the State of Texas

By: _____
Lina Hidalgo
County Judge

Date: _____

APPROVED AS TO FORM
Christian D. Menefee
County Attorney

By:  _____
Justina Preston
Assistant County Attorney
CAO File No. 25RPD0034

ACCEPTANCE BY TITLE COMPANY

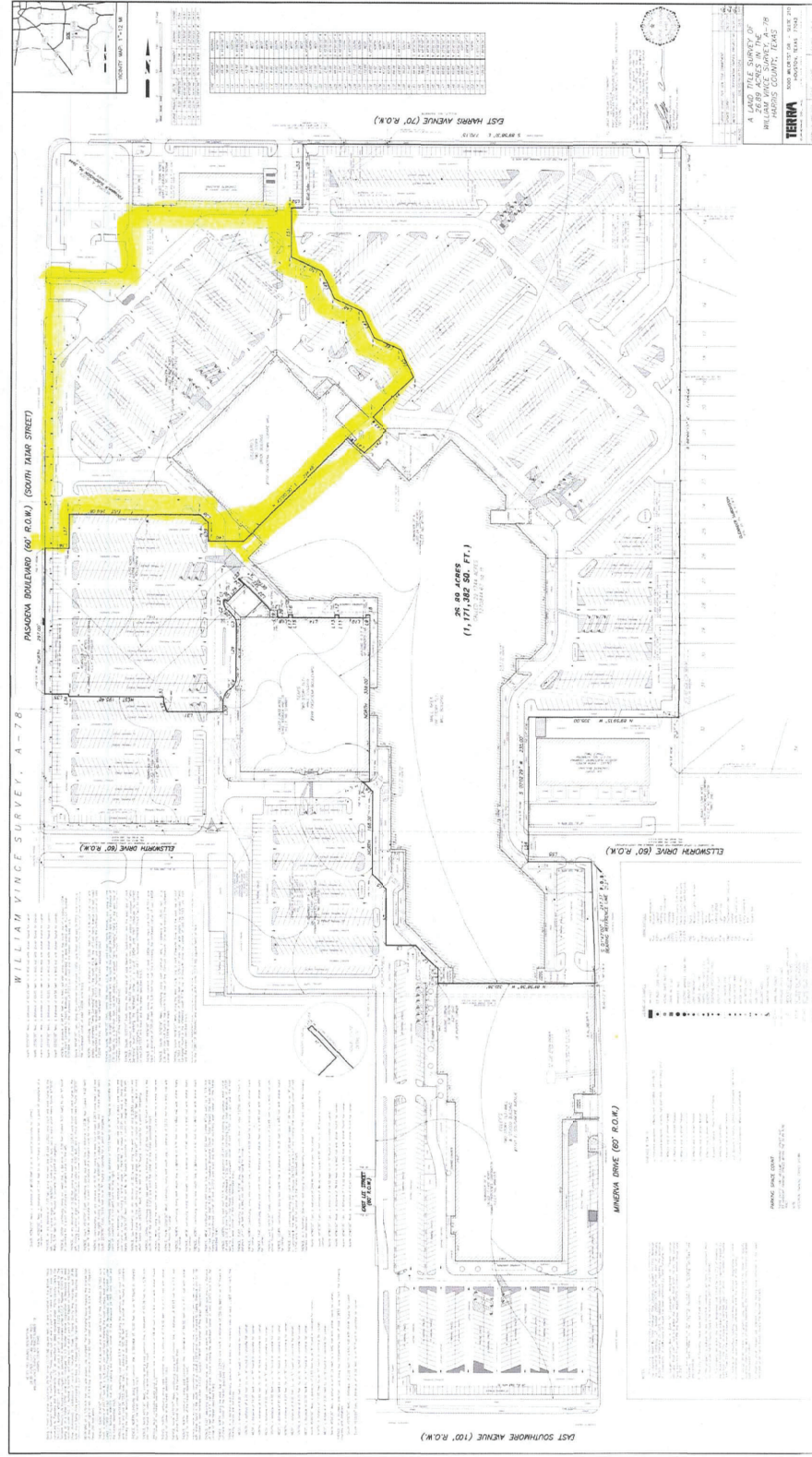
The undersigned _____, referred to in the foregoing Agreement as the "**Title Company**" hereby acknowledges a fully executed copy (or executed counterparts) of the foregoing Agreement and accepts the obligations of the Title Company as set forth therein.

By: _____

Name: _____

Date: _____

EXHIBIT "A"



**DESCRIPTION OF AN 8.320-ACRE
(362,437 SQ. FT.) TRACT OF LAND
SITUATED IN THE WILLIAM VINCE
SURVEY, A-78, HARRIS COUNTY, TEXAS**

Being an 8.320-acre (362,437 Square Foot) tract of land situated in the William Vince Survey, A-78, Harris County, Texas. Said 8.320-acre tract being all of a called 9.8925-acre tract of land (Save & Except 1.5750 Acres), conveyed to Ventech Engineers International, LLC, by deed recorded under Harris County Clerk's File No. 20130215729, Film Code No. ER 044-30-0342 of the Official Public Records of Real Property, Harris County, Texas, and being more particularly described by metes and bounds as follows, with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204 (NAD 83), coordinates shown hereon are grid coordinates and may be converted to surface by applying the combined scale factor of 1.000113904. All distances are surface distances;

BEGINNING (N=13,820,657.52; E=3,174,382.89) at a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set in the east right-of-way line of Pasadena Boulevard (Right-of-Way Varies), for the southwest corner of a called 1.0743-acre tract of land conveyed to Portal LLC, by deed recorded under Harris County Clerk's File No. V051839, Film Code No. 540-02-2795 of the Official Public Records of Real Property, Harris County, Texas, for the most westerly northwest corner of said 9.8928-acre tract and for the most westerly northwest corner of said tract herein described;

THENCE North 87 deg. 27 min. 24 sec. East, with the south line of said 1.0743-acre tract, with a north line of said 9.8928-acre tract and with a north line of said tract herein described, a distance of 175.00 feet to a 5/8-inch iron rod found for the southeast corner of said 1.0743-acre tract and for an interior angle point of said tract herein described;

THENCE North 02 deg. 28 min. 41 sec. West, with the east line of said 1.0743-acre tract, with a west line of said 9.8928-acre tract and with a west line of said tract herein described, a distance of 145.04 feet to a 5/8-inch iron rod (CM) found for the southwest corner of a called 2.2833-acre tract of land conveyed to Sears, Roebuck and Co., by deed recorded under Harris County Clerk's File No. S146981, Film Code No. 510-27-3253 of the Official Public Records of Real Property, Harris County, Texas, for the most northerly northwest corner of said 9.8928-acre tract and for the most northerly northwest corner of said tract herein described;

THENCE North 87 deg. 29 min. 58 sec. East, with the south line of said 2.2833-acre tract, with a north line of said 9.8928-acre tract and with a north line of said tract herein described, a distance of 322.71 feet (called 322.50 feet) to a mag nail with shiner stamped "Terra Surveying" (CM) found for a northwest corner of a called 26.89-acre tract of land conveyed to 2015 Shopping Mall Business, LLC, by deed recorded under Harris County Clerk's File No. 20150349777, Film Code No. 072-48-2163 of the Official Public Records of Real Property, Harris County, Texas, for the most northerly northeast corner of said 9.8928-acre tract and for the most northerly northeast corner of said tract herein described;

THENCE South 02 deg. 25 min. 28 sec. East, with the west line of said 26.89-acre tract, with the east line of said 9.8928-acre tract and with an east line of said tract herein described, a distance of 98.46 feet to a mag nail with shiner stamped "Terra Surveying" (CM) found for an interior angle point of said tract herein described;

THENCE South 67 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 69.58 feet to a mag nail with shiner stamped "Terra Surveying" found for an angle point of said tract herein described;

THENCE South 27 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.65 feet to a mag nail with shiner stamped "Terra Surveying" found for an interior angle point of said tract herein described;

THENCE South 67 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.65 feet to a mag nail with shiner stamped "Terra Surveying" found for an angle point of said tract herein described;

THENCE South 27 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.65 feet to a mag nail with shiner stamped "Terra Surveying" found for an interior angle point of said tract herein described;

THENCE South 67 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.65 feet to a mag nail with shiner stamped "Terra Surveying" found for an angle point of said tract herein described;

THENCE South 27 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 60.77 feet (called 60.65 feet) to a mag nail with shiner stamped "Terra Surveying" (CM) found for the most easterly corner of said 9.8928-acre tract and for the most easterly corner of said tract herein described;

THENCE South 42 deg. 25 min. 54 sec. West, with a northwest line of said 26.89-acre tract, with a southeast line of said 9.8928-acre tract and with a southeast line of said tract herein described, a distance of 116.33 feet to a mag nail with shiner stamped "Terra Surveying" found for an interior angle point of said tract herein described;

THENCE South 47 deg. 34 min. 06 sec. East, with a southwest line of said 26.89-acre tract, with a northeast line of said 9.8928-acre tract and with a northeast line of said tract herein described, a distance of 39.79 feet to a cut "X" (CM) found for an angle point of said tract herein described;

THENCE South 42 deg. 31 min. 35 sec. West, with a northwest line of said 26.89-acre tract, with a southeast line of said 9.8928-acre tract and with a southeast line of said tract herein described, a distance of 64.74 feet (called 64.50 feet) to a cut "X" (CM) found for an angle point of said tract herein described;

THENCE North 47 deg. 28 min. 25 sec. West, with a northeast line of said 26.89-acre tract, with a southwest line of said 9.8928-acre tract and with a southwest line of said tract herein described, a distance of 44.88 feet (called 45.00 feet) to a cut "Arrow" set for an interior angle point of said tract herein described;

THENCE South 42 deg. 28 min. 10 sec. West, with a northwest line of said 26.89-acre tract, with a southeast line of said 9.8928-acre tract and with a southeast line of said tract herein described, a distance of 299.33 feet (called 299.55 feet) to a cut "X" (CM) found for the northeast corner of a called 1.5750-acre tract of land conveyed to The Variable Annuity Life Insurance Company, by deed recorded under Harris County Clerk's File No. S146979, Film Code No. 510-27-3241 of the Official Public Records of Real Property, Harris County, Texas, and for the southeast corner of said tract herein described;

THENCE South 87 deg. 35 min. 52 sec. West, over and across said 9.8928-acre tract, with a north line of said 1.5750-acre tract and with a south line of said tract herein described, a distance of 72.05 feet to a mag nail with shiner stamped "Terra Surveying" (CM) found for an angle point of said tract herein described;

THENCE North 02 deg. 32 min. 19 sec. West, over and across said 9.8928-acre tract, with the east line of said 1.5750-acre tract and with a west line of said tract herein described, a distance of 36.24 feet to a mag nail with shiner stamped "Terra Surveying" (CM) found for an interior angle point of said tract herein described;

THENCE North 47 deg. 04 min. 07 sec. West, over and across said 9.8928-acre tract, with the northeast line of said 1.5750-acre tract and with a southwest line of said tract herein described, a distance of 22.33 feet (called 22.45 feet) to a mag nail with shiner stamped "Terra Surveying" (CM) found for an interior angle point of said tract herein described;

THENCE South 87 deg. 26 min. 05 sec. West, over and across said 9.8928-acre tract, with a north line of said 1.5750-acre tract and with a south line of said tract herein described, a distance of 269.05 feet to a mag nail with shiner stamped "Terra Surveying" found for the most northerly northwest corner of said 1.5750-acre tract and for an interior angle point of said tract herein described;

THENCE South 02 deg. 31 min. 46 sec. East, over and across said 9.8928-acre tract, with a west line of said 1.5750-acre tract and with an east line of said tract herein described, a distance of 69.08 feet to a mag nail with shiner stamped "Terra Surveying" found for an angle point of said tract herein described;

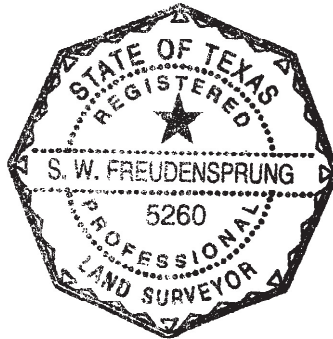
THENCE South 87 deg. 28 min. 14 sec. West, over and across said 9.8928-acre tract, with a north line of said 1.5750-acre tract and with a south line of said tract herein described, a distance of 47.24 feet to a cut "X" set in the east right-of-way line of said Pasadena Boulevard, for the most westerly northwest corner of said 1.5750-acre tract and for the southwest corner of said tract herein described;

THENCE North 02 deg. 35 min. 06 sec. West, with the east right-of-way line of said Pasadena Boulevard, with a west line of said 9.8928-acre tract and with a west line of said tract herein described, a distance of 552.05 feet to the **POINT OF BEGINNING** and containing 8.320 acres (362,437 Square Feet) of land.

This description is accompanied by a plat of even survey date, prepared under our Job No. LG1010.

Compiled by:

WEISSER ENGINEERING COMPANY
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No.: RM557
Date: 08/23/2017



S W Freudensprung
9/7/2017

EXHIBIT “B”

PASADENA SQUARE REIMBURSABLE COST: HARRIS COUNTY EXHIBIT A

Date	Check Number or Reference	Name	Memo	Property	Amount
07/26/2022	222872	LAND POINT	Tree Survey	Mall	\$10,950.00
03/09/2023	47236	PERKINS & WILL CO	Interior design programming	Mall	\$20,000.00
04/14/2023	2304.05	J-N DEVELOPMENT SERVICES	Owner's Rep Services	Mall	\$60,322.01
03/31/2023	10832	TETRA LAND SERVICES	Civil Engineering	Mall	\$61,063.78
07/05/2023	2307.06	J-N DEVELOPMENT SERVICES	Owner's Rep Services	Mall	\$130,283.89
07/16/2023	192216	UNITED AIR CONDITIONING SUPPLY	Capital Improvements	Mall	\$263.53
07/21/2023	941563	CLIFFORD LAWS SR	Capital Improvements	Mall	\$1,065.00
08/01/2023	0627-072623	JEFFERSON SMITH LLC	Capital Improvements	Mall	\$150.31
08/04/2023	941565	CLIFFORD LAWS SR	Capital Improvements	Mall	\$1,065.00
08/18/2023	941566	CLIFFORD LAWS SR	Capital Improvements	Mall	\$1,065.00
09/01/2023	823	N&P PLUMBING	Capital Improvements	Mall	\$3,800.00
09/01/2023	941567	CLIFFORD LAWS SR	Capital Improvements	Mall	\$1,035.00
09/01/2023	45310	ADVANCEDTRONICS, INC	Capital Improvements	Mall	\$126.65
09/11/2023	690567	SALVADOR GARCIA	Capital Improvements	Mall	\$1,030.64
09/15/2023	941568	CLIFFORD LAWS SR	Capital Improvements	Mall	\$577.50
09/29/2023	941569	CLIFFORD LAWS SR	Capital Improvements	Mall	\$1,045.00
10/13/2023	941570	CLIFFORD LAWS SR	Capital Improvements	Mall	\$1,065.00
10/23/2023	1441	STUDIO MAS ARCHITECTS PLLC	Architecture	Mall	\$33,252.55
10/27/2023	941571	CLIFFORD LAWS SR	Capital Improvements	Mall	\$337.50
11/09/2023	10514110	MUNSCH	Avendia: Burlington Coat Factory	Mall	\$43,808.00
11/09/2023	10514111	MUNSCH	Avenida - Planet Fitness	Mall	\$8,460.00
11/10/2023	941573	CLIFFORD LAWS SR	Capital Improvements	Mall	\$742.50
11/21/2023	NT51887	BEACON BUILDING PRODUCTS	Capital Improvements	Mall	\$169.02
11/24/2023	941574	CLIFFORD LAWS SR	Capital Improvements	Mall	\$877.50
12/07/2023	45892	ADVANCEDTRONICS, INC	Capital Improvements	Mall	\$126.65
12/08/2023	941575	CLIFFORD LAWS SR	Capital Improvements	Mall	\$945.00
12/22/2023	941576	CLIFFORD LAWS SR	Capital Improvements	Mall	\$945.00
01/19/2024	941578	CLIFFORD LAWS SR	Capital Improvements	Mall	\$810.00
01/24/2024	0064704	FERGUSON FACILITIES SUPPLY	Capital Improvements	Mall	\$948.52
02/02/2024	941579	CLIFFORD LAWS SR	Capital Improvements	Mall	\$945.00
02/16/2024	941580	CLIFFORD LAWS SR	Capital Improvements	Mall	\$945.00
02/21/2024	46169	ADVANCEDTRONICS, INC	Capital Improvements	Mall	\$126.65
03/01/2024	941581	CLIFFORD LAWS SR	Capital Improvements	Mall	\$907.50
03/04/2024	1495	STUDIO MAS+ ARCITECTS, PLLC	Architecture Fees	Macys	\$1,870.00
03/04/2024	0669 2024	CITY OF PASADENA	Capital Improvements	Mall	\$300.00
03/08/2024	9974909	THE HOME DEPOT	Capital Improvements	Mall	\$463.47
03/15/2024	941582	CLIFFORD LAWS SR	Capital Improvements	Mall	\$1,012.50
03/19/2024	INTER BAT 122064089	CHASE Credit Card 6116	Capital Improvements	Mall	\$129.90
03/19/2024	122064077	INTERSTATE BATTERIES	Capital Improvements	Mall	\$1,025.33
03/29/2024	941583	CLIFFORD LAWS SR	Capital Improvements	Mall	\$945.00
04/01/2024	300380	UNITED AIR CONDITIONING SUPPLY	Capital Improvements	Mall	\$344.72
04/01/2024	1907436-1791-1	WASTE MANAGEMENT	Capital Improvements	Dillards	\$8,555.57
04/03/2024	1508	STUDIO MAS+ ARCITECTS, PLLC	Architecture Fees	Macys	\$3,000.00
04/04/2024	9366527	WEST END LBR	Capital Improvements	Dillards	\$165.71
04/09/2024	S012757688.002	CRAWFORD ELECTRIC SUPPLY	Capital Improvements	Mall	\$422.93

04/09/2024	S012757688.001	CRAWFORD ELECTRIC SUPPLY	Capital Improvements	Mall	\$858.64
04/09/2024	7532150	THE HOME DEPOT	Capital Improvements	Dillards	\$632.69
04/10/2024	240413	BRADLEY STEVEN BLACKWELL	Capital Improvements	Mall	\$2,340.00
04/12/2024	941584	CLIFFORD LAWS SR	Capital Improvements	Mall	\$877.50
04/16/2024	P121688	ACTION PLUMBING SUPPLY	Capital Improvements	Dillards	\$101.43
04/16/2024	1907700-1791-1	WASTE MANAGEMENT	Capital Improvements	Dillards	\$5,089.92
04/17/2024	CARI1	Caribbean Management Co	DEVELOPMENT FEE	All	\$360,000.00
04/17/2024	RG1	RUSSELL GLEN COMPANY	DEVELOPMENT FEE	All	\$360,000.00
04/17/2024	S012785161.001	CRAWFORD ELECTRIC SUPPLY	Capital Improvements	Dillards	\$551.43
04/17/2024	9257022	AMAZON	Capital Improvements	Dillards	\$147.74
04/18/2024	9417357	WEST END LBR	Capital Improvements	Dillards	\$585.79
04/19/2024	P121939	ACTION PLUMBING SUPPLY	Capital Improvements	Dillards	\$181.62
04/19/2024	P121902	ACTION PLUMBING SUPPLY	Capital Improvements	Dillards	\$360.74
04/24/2024	941585	CLIFFORD LAWS SR	Capital Improvements	Mall	\$892.50
04/30/2024	6113581	THE HOME DEPOT	Capital Improvements	Mall	\$438.35
05/01/2024		Bill King	Consultant Fee	All	\$62,500.00
05/01/2024	CARI	Caribbean Management Co	MAY 2024 Development Fee	All	\$11,526.33
05/01/2024	2	RUSSELL GLEN COMPANY	MAY 2024 Development Fee	All	\$11,526.33
05/01/2024	5522765	THE HOME DEPOT	Capital Improvements	Mall	\$117.18
05/01/2024	9462713	WEST END LBR	Capital Improvements	All	\$268.10
05/01/2024	1908721-1791-5	WASTE MANAGEMENT	Capital Improvements	Dillards	\$1,786.76
05/07/2024	1022	JET-TEX SOLUTIONS	City of Pasadena	All	\$3,500.00
05/08/2024	8623846	THE HOME DEPOT	Capital Improvements	Macy's	\$359.39
05/09/2024	7542861	THE HOME DEPOT	Capital Improvements	Mall	\$257.65
05/10/2024	941586	CLIFFORD LAWS SR	Capital Improvements	Mall	\$937.50
05/13/2024	1524	STUDIO MAS+ ARCITECTS, PLLC	Architecture Fees	Macys	\$850.00
05/16/2024	240516	BRADLEY STEVEN BLACKWELL	Capital Improvements	Mall	\$330.00
05/24/2024	941587	CLIFFORD LAWS SR	Capital Improvements	Mall	\$937.50
05/29/2024	304124	UNITED AIR CONDITIONING SUPPLY	Capital Improvements	Mall	\$1,139.84
05/29/2024	0000142	N&P Plumbing LLC	Capital Improvements	Dillards	\$6,450.00
05/29/2024	0000142	N&P Plumbing LLC	Capital Improvements	Macy's	\$6,450.00
05/30/2024	6114809	THE HOME DEPOT	Capital Improvements	Macy's	\$115.20
05/31/2024	0595640	FERGUSON FACILITIES SUPPLY	Capital Improvements	Mall	\$1,003.34
06/01/2024	CARI	Caribbean Management Co	JUNE 2024 Development Fee	All	\$11,526.33
06/01/2024	3	RUSSELL GLEN COMPANY	JUNE 2024 Development Fee	All	\$11,526.33
06/03/2024	1024	JET-TEX SOLUTIONS	City of Pasadena	All	\$3,500.00
06/03/2024	1910627-1791-0	WASTE MANAGEMENT	Capital Improvements	Dillards	\$513.72
06/06/2024	46614	ADVANCEDTRONICS, INC	Capital Improvements	Mall	\$126.65
06/07/2024	941588	CLIFFORD LAWS SR	Capital Improvements	Mall	\$945.00
06/12/2024	304322	UNITED AIR CONDITIONING SUPPLY	Capital Improvements	Mall	\$647.34
06/12/2024	WM 1908721-1791-5	CHASE CREDIT CARD 6116	Capital Improvements	Dillards	\$1,786.76
06/14/2024	1974352	THE HOME DEPOT	Capital Improvements	Mall	\$313.24
06/17/2024	4471422	AMAZON	Capital Improvements	Mall	\$351.81
06/18/2024	00315264	LETSOS COMPANY	Capital Improvements	Dillards	\$2,214.79
06/21/2024	941589	CLIFFORD LAWS SR	Capital Improvements	Mall	\$877.50
06/28/2024	304579	UNITED AIR CONDITIONING SUPPLY	Capital Improvements	Mall	\$939.66
07/01/2024	1026	JET-TEX SOLUTIONS	City of Pasadena	All	\$3,500.00
07/01/2024	CARI	Caribbean Management Co	JULY 2024 Development Fee	All	\$11,526.33
07/01/2024	4	RUSSELL GLEN COMPANY	JULY 2024 Development Fee	All	\$11,526.33
07/05/2024	941590	CLIFFORD LAWS SR	Capital Improvements	Mall	\$877.50
07/19/2024	941591	CLIFFORD LAWS SR	Capital Improvements	Mall	\$792.50
07/23/2024	304976	UNITED AIR CONDITIONING SUPPLY	Capital Improvements	Mall	\$501.71
08/01/2024	1029	JET-TEX SOLUTIONS	City of Pasadena	All	\$3,500.00

08/01/2024	CARI	Caribbean Management Co	AUG 2024 Development Fee	All	\$11,526.33
08/01/2024	5	RUSSELL GLEN COMPANY	AUG 2024 Development Fee	All	\$11,526.33
08/01/2024	712621	TRIPPLE-S STEEL SUPPLY	Capital Improvements	Mall	\$248.05
08/01/2024	004	JULIO PAVON	Capital Improvements	Mall	\$450.00
08/02/2024	1563	STUDIO MAS+ ARCITECTS, PLLC	Architecture Fees	Macys	\$3,080.00
08/02/2024	941592	CLIFFORD LAWS SR	Capital Improvements	Mall	\$877.50
08/16/2024	941593	CLIFFORD LAWS SR	Capital Improvements	Mall	\$945.00
08/23/2024	303231	UNITED AIR CONDITIONING SUPPLY	Capital Improvements	Mall	\$139.98
08/28/2024	OL30254	WEST END LUMBER	Capital Improvements	Mall	\$583.47
08/30/2024	941594	CLIFFORD LAWS SR	Capital Improvements	Mall	\$847.50
09/01/2024	CARI	Caribbean Management Co	SEPT 2024 Development Fee	All	\$11,526.33
09/01/2024	6	RUSSELL GLEN COMPANY	SEPT 2024 Development Fee	All	\$11,526.33
09/01/2024	0544665	THE HOME DEPOT	Capital Improvements	Dillards	\$162.31
09/02/2024	1033	JET-TEX SOLUTIONS	City of Pasadena	All	\$3,500.00
09/03/2024	187706	UNITED AIR CONDITIONING SUPPLY	Capital Improvements	Mall	\$335.45
09/12/2024	DEP	THE HOME DEPOT	Capital Improvements	Mall	\$158.37
09/12/2024	REIMB	JEFFERSON SMITH LLC	Capital Improvements	Mall	\$158.37
09/12/2024	47103	ADVANCEDTRONICS, INC	Capital Improvements	Mall	\$126.15
09/13/2024	91324	MIGUEL PUENTE	Capital Improvements	Mall	\$288.00
09/13/2024	1202057	BYRON ALVA MORALES	Capital Improvements	Mall	\$288.00
09/13/2024	91324	VICENTE ENRIQUE	Capital Improvements	Mall	\$342.00
09/13/2024	81629	EFRAIN ALARCON	Capital Improvements	Mall	\$315.00
09/13/2024	12884	JUAN CARLOS PERDOMO	Capital Improvements	Mall	\$324.00
09/13/2024	774832	ROGER GOMEZ	Capital Improvements	Mall	\$360.00
09/13/2024	941595	CLIFFORD LAWS SR	Capital Improvements	Mall	\$607.50
09/27/2024	941596	HERMINIO ARANDA	Capital Improvements	Mall	\$450.00
09/28/2024	HSO RS-733958	TRIPLE-S STEEL SUPPLY	Capital Improvements	Mall	\$352.03
09/30/2024	002	JULIO PAVON	Capital Improvements	Mall	\$950.00
09/30/2024	JP #002	2015 SHOPPING MALL BUSINESS LLC	Capital Improvements	Mall	\$950.00
10/01/2024	1038	JET-TEX SOLUTIONS	City of Pasadena	All	\$3,500.00
10/01/2024	CARI	Caribbean Management Co	OCT 2024 Development Fee	All	\$11,526.33
10/01/2024	7	RUSSELL GLEN COMPANY	OCT 2024 Development Fee	All	\$11,526.33
10/07/2024	1592	STUDIO MAS+ ARCITECTS, PLLC	Architecture Fees	Macys	\$750.00
10/07/2024	6535364	THE HOME DEPOT	Capital Improvements	Mall	\$424.39
10/07/2024	HD #6535364	2015 SHOPPING MALL BUSINESS LLC	Capital Improvements	All	\$424.39
10/08/2024	WEB2555457465	GRAINGER	Capital Improvements	Mall	\$2,295.27
10/08/2024	GRAIN CC 100824	2015 SHOPPING MALL BUSINESS LLC	Capital Improvements	All	\$2,295.27
10/11/2024	1597	STUDIO MAS+ ARCITECTS, PLLC	Architecture Fees	Macys	\$3,500.00
10/11/2024	1599	STUDIO MAS+ ARCITECTS, PLLC	Architecture Fees	Macys	\$1,300.00
10/11/2024	91328	MIGUEL PUENTE	Capital Improvements	Mall	\$720.00
10/11/2024	1202059	BYRON ALVA MORALES	Capital Improvements	Mall	\$720.00
10/11/2024	81632	EFRAIN ALARCON	Capital Improvements	Mall	\$1,102.50
10/11/2024	91326	VICENTE ENRIQUE	Capital Improvements	Mall	\$855.00
10/11/2024	12886	JUAN CARLOS PERDOMO	Capital Improvements	Mall	\$810.00
10/11/2024	774836	ROGER GOMEZ	Capital Improvements	Mall	\$810.00
10/15/2024	8515571	THE HOME DEPOT	Capital Improvements	Mall	\$321.50
10/19/2024	4510451	THE HOME DEPOT	Capital Improvements	Macy's	\$248.57
10/24/2024	00324797	LETSOS COMPANY	Capital Improvements	Dillards	\$770.26
10/24/2024	9123614	THE HOME DEPOT	Capital Improvements	Macy's	\$173.06
10/25/2024	941597	HERMINIO ARANDA	Capital Improvements	Mall	\$900.00
10/25/2024	1202061	BYRON ALVA MORALES	Capital Improvements	Mall	\$576.00
10/25/2024	1202061	BYRON ALVA MORALES	Capital Improvements	Macy's	\$576.00
10/25/2024	81636	EFRAIN ALARCON	Capital Improvements	Mall	\$393.75

10/25/2024	81636	EFRAIN ALARCON	Capital Improvements	Macy's	\$393.75
10/25/2024	12888	JUAN CARLOS PERDOMO	Capital Improvements	Mall	\$648.00
10/25/2024	12888	JUAN CARLOS PERDOMO	Capital Improvements	Macy's	\$648.00
10/25/2024	91331	MIGUEL PUENTE	Capital Improvements	Mall	\$576.00
10/25/2024	91331	MIGUEL PUENTE	Capital Improvements	Macy's	\$576.00
10/25/2024	774839	ROGER GOMEZ	Capital Improvements	Mall	\$711.00
10/25/2024	774839	ROGER GOMEZ	Capital Improvements	Macy's	\$711.00
10/25/2024	91328	VICENTE ENRIQUE	Capital Improvements	Mall	\$684.00
10/25/2024	91328	VICENTE ENRIQUE	Capital Improvements	Macy's	\$684.00
10/29/2024	11990035	FERGUSON FACILITIES SUPPLY MATE	Capital Improvements	Mall	\$939.30
11/01/2024	1040	JET-TEX SOLUTIONS	City of Pasadena	All	\$3,500.00
11/01/2024	CARI	Caribbean Management Co	NOV 2024 Development Fee	All	\$11,526.33
11/01/2024	8	RUSSELL GLEN COMPANY	NOV 2024 Development Fee	All	\$11,526.33
11/07/2024	s013452163.001	CRAWFORD ELECTRIC SUPPLY	Capital Improvements	Mall	\$173.74
11/07/2024	S013452163.001	CRAWFORD ELECTRIC SUPPLY	Capital Improvements	Mall	\$173.74
11/08/2024	941598	HERMINIO ARANDA	Capital Improvements	Mall	\$900.00
11/15/2024	241104	BRADLEY STEVEN BLACKWELL	Capital Improvements	Mall	\$1,042.00
11/21/2024	18-12288-07990	EBAY	Capital Improvements	Mall	\$317.94
11/22/2024	941599	HERMINIO ARANDA	Capital Improvements	Mall	\$930.00
12/01/2024	1042	JET-TEX SOLUTIONS	City of Pasadena	All	\$3,500.00
12/01/2024	CARI	Caribbean Management Co	DEC 2024 Development Fee	All	\$11,526.33
12/01/2024	9	RUSSELL GLEN COMPANY	DEC 2024 Development Fee	All	\$11,526.33
12/06/2024	941600	HERMINIO ARANDA	Capital Improvements	Mall	\$900.00
12/15/2024	REHAB	ROGER GOMEZ	Capital Improvements	Macy's	\$1,980.00
12/15/2024	REHAB	BYRON MORALES	Capital Improvements	Macy's	\$1,296.00
12/15/2024	REHAB	MIGUEL PUENTE	Capital Improvements	Macy's	\$1,584.00
12/15/2024	REHAB	JUAN C PERDOMO	Capital Improvements	Macy's	\$1,782.00
12/15/2024	REHAB	EFRAIN ALARCON	Capital Improvements	Macy's	\$1,732.50
12/15/2024	REHAB	VICENTE ENRIQUE	Capital Improvements	Macy's	\$1,881.00
12/17/2024	1220	HERMINIO ARANDA	Capital Improvements	Mall	\$900.00
01/01/2025	CARI	Caribbean Management Co	JAN 2025 Development Fee	All	\$11,526.33
01/01/2025	10	RUSSELL GLEN COMPANY	JAN 2025 Development Fee	All	\$11,526.33
01/03/2025	0551	HERMINIO ARANDA	Capital Improvements	Mall	\$900.00
01/07/2025	1616	STUDIO MAS ARCHITECTS PLLC	Architecture	Mall	\$33,252.55
TOTAL					<u>\$1,560,033.91</u>

EXHIBIT “C”

)

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS	§	

THAT **Pasadena Mall 3D, LLC**, a Texas limited liability company (hereinafter “**Grantor**”), of the County of Harris, State of Texas, for and in consideration of the sum of Ten-Dollars (\$10.00) and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell, and convey unto **HARRIS COUNTY**, a body politic and corporate under the laws of the State of Texas (“**County**” or “**Grantee**”), the following described property situated in Harris County, Texas, to-wit:

8.320 acres (362,437 square feet) of land situated in the William Vince Survey, A-78, Harris County, Texas, and being more particularly depicted and described by metes and bounds on Exhibit “A” attached hereto and made a part hereof.

The above described property conveyed shall include all right, title and interest, if any, of Grantor in and to: (1) any land lying in a street, road, tollway, accessway, or easement (including any drainage or flood control easement) open or proposed, in front of, at the side of, adjoining, or within the above described property; (2) the bed and banks of any bayou, stream, canal or ditch adjoining or adjacent to the above described property; (3) all reversionary rights attributable to the above described property; and (4) all rights of ingress and egress to the above described property by way of open or dedicated roads and streets adjoining the property.

This conveyance is made by Grantor and accepted by Grantee subject to all valid and subsisting encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements appearing of record in the Official Public Records of Real Property of Harris County, Texas, relative to the above described property, but only to the extent the same are applicable to and enforceable against the County.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, the Grantee's successors and assigns, forever, and Grantor does hereby bind Grantor, Grantor's successors, and assigns to Warrant and Forever Defend all and singular the said premises unto the said Grantee, the Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to warranty and conveyance described above.

[Signature pages to follow]

EXECUTED this _____ day of _____, 2025.

GRANTOR:
PASADENA MALL 3D, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

Grantor's Address:
22310 Grand Corder Drive, Suite 120
Katy, Texas 77494

ACKNOWLEDGMENT

STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by
_____, as _____ of
_____ on behalf of said entity.

Notary Public

Attachment:

Exhibit “A” – Legal Description and Survey of the Property

APPROVED AS TO FORM:

Christian D. Menefee

Harris County Attorney

By: _____

Justina Preston

Assistant County Attorney

CAO File No. 25RPD0034

Grantee's Address:

1111 Fannin Street, 11th Floor

Houston, Texas 77092

**AFTER RECORDING, PLEASE HOLD FOR
HARRIS COUNTY REAL PROPERTY DIVISION**